

Adam D.H. Grant (SBN 153271)  
[agrant@grantshenon.com](mailto:agrant@grantshenon.com)  
Olga Viner (SBN 282423)  
[oviner@grantshenon.com](mailto:oviner@grantshenon.com)  
Harry Abraham (SBN 290298)  
[habraham@grantshenon.com](mailto:habraham@grantshenon.com)  
GRANT | SHENON  
A Professional Law Corporation  
15165 Ventura Blvd., Suite 200  
Sherman Oaks, CA 91403  
Telephone: (818) 881-5000  
Facsimile: (818) 881-1150

*Attorneys for Defendants*  
*ABJC Enterprises LLC and Allison Cottrell*

Brent H. Blakely (SBN 157292)  
[bblakely@blakelylawgroup.com](mailto:bblakely@blakelylawgroup.com)  
Tara A. Currie (SBN 323984)  
[rcurrie@blakelylawgroup.com](mailto:rcurrie@blakelylawgroup.com)  
BLAKELY LAW GROUP  
1334 Parkview Avenue, Suite 280  
Manhattan Beach, CA 90266  
Telephone: (310) 546-7400  
Facsimile: (310) 546-7401

*Attorney for Plaintiff*  
*Chanel, Inc.*

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CHANEL, INC., a New York  
corporation,

Plaintiff,

v.

ABJC ENTERPRISES LLC dba  
SHOWROOM GLAM, a California  
limited liability company; ALLISON  
COTTRELL, an individual, and DOES  
1-10, inclusive,

Defendants.

Case No. 2:24-cv-06673-AH(Ex)

The Hon. Anne Hwang

**STIPULATED PROTECTIVE  
ORDER**

1 **1. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public disclosure  
4 and from use for any purpose other than prosecuting this litigation may be warranted.  
5 Accordingly, the Parties hereby stipulate to and petition the Court to enter the following  
6 Stipulated Protective Order. The Parties acknowledge that this Order does not confer  
7 blanket protections on all disclosures or responses to discovery and that the protection it  
8 affords from public disclosure and use extends only to the limited information or items  
9 that are entitled to confidential treatment under the applicable legal principles. The  
10 parties further acknowledge, as set forth in Section 13.3 below, that this Stipulated  
11 Protective Order does not entitle them to file confidential information under seal; Civil  
12 Local Rule 79-5 sets forth the procedures that must be followed and the standards that  
13 will be applied when a party seeks permission from the court to file material under seal.

14 **2. GOOD CAUSE STATEMENT**

15 This action is likely to involve trade secrets, customer and pricing lists and other  
16 valuable research, development, commercial, financial, technical and/or proprietary  
17 information for which special protection from public disclosure and from use for any  
18 purpose other than prosecution -of this action is warranted. Such confidential and  
19 proprietary materials and information consist of, among other things, confidential  
20 business or financial information, information regarding confidential business practices,  
21 or other confidential research, development, or commercial information (including  
22 information implicating privacy rights of third parties), information otherwise generally  
23 unavailable to the public, or which may be privileged or otherwise protected from  
24 disclosure under state or federal statutes, court rules, case decisions, or common law.  
25 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of  
26 disputes over confidentiality of discovery materials, to adequately protect information  
27 that parties are entitled to keep confidential, to ensure that the Parties are permitted  
28 reasonable necessary uses of such material in preparation for and in the conduct of trial,

1 to address their handling at the end of the litigation, and serve the ends of justice, a  
2 protective order for such information is justified in this matter. The intent of the Parties  
3 that information will not be designated as confidential for tactical reasons and that  
4 nothing be so designated without a good faith belief that it has been maintained in a  
5 confidential, non-public manner, and there is good cause why it should not be part of the  
6 public record of this case.

7 **3. DEFINITIONS**

8 3.1 Action: this pending federal lawsuit, i.e., *Chanel, Inc. v. ABJC Enterprises*  
9 *LLC, et al.*, Case No. 2:24-cv-06673-AH(Ex) (C.D. Cal.).

10 3.2 Challenging Party: a Party or Non-party that challenges the designation of  
11 information or items under this Order.

12 3.3 “CONFIDENTIAL” Information or Items: information (regardless of how  
13 it is generated, stored or maintained) or tangible things that qualify for protection under  
14 Federal Rule of Civil Procedure 26(c), and as specified above the Good Cause Statement.

15 3.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as their  
16 support staff).

17 3.5 Designating Party: a Party or Non-Party that designates information or  
18 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL”  
19 or “AEO”.

20 3.6 Disclosure of Discovery Material: all items or information regardless of the  
21 medium or manner in which it is generated, stored, or maintained (including, among  
22 other things, testimony, transcripts, and tangible things), that are produced or generated  
23 in disclosures or responses to discovery in this matter.

24 3.7 Expert: a person with specialized knowledge or experience in a matter  
25 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
26 expert witness or as a consultant in this Action.

27 3.8 Final Disposition: the later of (1) dismissal of all claims and defenses in  
28 this Action, with or without prejudice; and (2) final judgment herein after the completion

1 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
2 including the time limits for filing any motions or applications for extension of time  
3 pursuant to applicable law.

4 3.9 “Highly Confidential – Attorneys’ Eyes Only” Information or Items  
5 (“AEO”): extremely sensitive “Confidential Information or Items,” disclosure of which  
6 to another Party or Non-Party would create a substantial risk of serious competitive harm  
7 that could not be avoided by less restrictive means.

8 3.10 In-House Counsel: attorneys who are employees of a party to this Action.  
9 In-House Counsel does not include Outside Counsel of Record or any other outside  
10 counsel.

11 3.11 Non-Party: any natural person, partnership, corporation, association, or  
12 other legal entity not named as a Party to this Action.

13 3.12 Outside Counsel of Record: attorneys who are not employees of a Party to  
14 this Action but are retained to represent or advise a Party to this Action had have  
15 appeared in this Action on behalf of that Party or are affiliated with a law firm that has  
16 appeared on behalf of that Party and includes support staff.

17 3.13 Party: any party to this Action, including all of its officers, directors,  
18 employees, consultants, retained experts, and Outside Counsel of Record (and their  
19 support staffs).

20 3.14 Producing Party: a Party or Non-Party that produces Disclosure or  
21 Discovery Material in this Action.

22 3.15 Professional Vendors: persons or entities that provide litigation support  
23 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
24 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
25 their employees and subcontractors.

26 3.16 Protected Material: any Disclosure or Discovery Material that is designated  
27 as “CONFIDENTIAL” or “AEO”.  
28

3.17 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

**4. SCOPE**

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

**5. DURATION**

The terms of this Stipulated Protective Order apply through Final Disposition of the Action. Even after Final Disposition of this Action, the confidentiality obligations by this Stipulated Protective Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs.

**6. DESIGNATING PROTECTED MATERIAL**

6.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

1           6.2 Manner and Timing of Designations. Except as otherwise provided in this  
2 Stipulated Protective Order (*see, e.g.*, second paragraph of Section 6.2(a) below), or as  
3 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for  
4 protection under this Stipulated Protective Order must be clearly so designated before  
5 the material is disclosed or produced.

6           Designation in conformity with this Stipulated Protective Order requires:

7           (a) for information in documentary form (e.g., paper or electronic documents,  
8 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
9 Producing Party affix at a minimum, the legend “CONFIDENTIAL” or “HIGHLY  
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (hereinafter “CONFIDENTIAL or  
11 AEO legend”) to each page that contains protected material. If only a portion or portions  
12 of the material on a page qualifies for protection, the Producing Party also must clearly  
13 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

14           A Party or Non-Party that makes original documents available for inspection need  
15 not designate them for protection until after the inspecting Party has indicated which  
16 documents it would like copied or produced. During the inspection and before the  
17 designation, all of the material made available for inspection shall be deemed “HIGHLY  
18 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. After the inspecting Party has  
19 identified the documents it wants copied and produced, the Producing Party must  
20 determine which documents, or portions thereof, qualify for protection under this  
21 Stipulated Protective Order. Then, before producing the specified documents, the  
22 Producing Party must affix the “CONFIDENTIAL or AEO” legend to each page that  
23 contains Protected Material. If only a portion or portions of the material on a page  
24 qualifies for protection, the Producing Party also must clearly identify the protected  
25 portion(s) (e.g., by making appropriate markings in the margins).

26           (b) for testimony given in depositions that the Designating Party identifies the  
27 Disclosure or Discovery Material on the record, before the close of the deposition all  
28 protected testimony.



(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the appropriate “CONFIDENTIAL or AEO” legend. If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Stipulated Protective Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Stipulated Protective Order.

## **7. CHALLENGING CONFIDENTIAL DESIGNATIONS**

7.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the court’s Scheduling Order.

7.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

7.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the court rules on the challenge.

## **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

8.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action

only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Stipulated Protective Order. When the Action reaches a Final Disposition, a Receiving Party must comply with the provisions of Section 14 below.

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Stipulated Protective Order.

8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only:

(a) to the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) to the officers, directors, and employees (including In-House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) to Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement To Be Bound” (Exhibit A);

(d) to the court and its personnel;

(e) to court reporters and their staff;

(f) to professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement To Be Bound” (Exhibit A);

(g) to the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, to witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary, provided: (1) the deposing party



1 requests that the witness sign the “Acknowledgement and Agreement to Be Bound”  
2 (Exhibit A); and (2) the witness will not be permitted to keep any confidential  
3 information unless they sign the “Acknowledgment and Agreement To Be Bound”  
4 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.  
5 Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected  
6 Material may be separately bound by the court reporter and may not be disclosed to  
7 anyone except as permitted under this Stipulated Protective Order; and

8 (i) to any mediator or settlement officer, and their supporting personnel,  
9 mutually agreed upon by any of the parties engaged in settlement discussions.

10 8.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
11 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
12 writing by the Designating Party, a Receiving Party may disclose any information or  
13 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

14 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
15 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
16 disclose the information for this litigation and who have signed the “Acknowledgment  
17 and Agreement to Be Bound” (Exhibit A);

18 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary  
19 for this litigation and (2) who have signed the “Acknowledgment and Agreement to Be  
20 Bound” (Exhibit A);

21 (c) the court and its personnel;

22 (d) court reporters and their staff, professional jury or trial consultants, and  
23 Professional Vendors to whom disclosure is reasonably necessary for this litigation and  
24 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (e) the author or recipient of a document containing the information or a custodian  
26 or other person who otherwise possessed or knew the information; and

27 (f) any mediator or settlement officer, and their supporting personnel, mutually  
28 agreed upon by any of the parties engaged in settlement discussions.

1 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
2 **IN OTHER LITIGATION**

3 If a Party is served with a subpoena or a court order issued in other litigation that  
4 compels disclosure of any information or items designated in this Action as  
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”,  
6 that Party must:

7 (a) promptly notify in writing the Designating Party. Such notification shall  
8 include a copy of the subpoena or court order;

9 (b) promptly notify in writing the party who caused the subpoena or order to  
10 issue in the other litigation that some or all of the material covered by the subpoena or  
11 order is subject to this Stipulated Protective Order. Such notification shall include a  
12 copy of this Stipulated Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
14 the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served with the  
16 subpoena or court order shall not produce any information designated in this Action as  
17 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
18 before a determination by the court from which the subpoena or order issued, unless the  
19 Party has obtained the Designating Party’s permission. The Designating Party shall bear  
20 the burden and expense of seeking protection in that court of its confidential material  
21 and nothing in these provisions should be construed as authorizing or encouraging a  
22 Receiving Party in this Action to disobey a lawful directive from another court.

23 **10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
24 **PRODUCED IN THIS LITIGATION**

25 10.1 Application. The terms of this Stipulated Protective Order are applicable  
26 to information produced by a Non-Party in this Action and designated as  
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.  
28 Such information produced by Non-Parties in connection with this Action is protected

1 by the remedies and relief provided by this Order. Nothing in these provisions should  
2 be construed as prohibiting a Non-Party from seeking additional provisions.

3 10.2 Notification. In the event that a Party is required, by a valid discovery  
4 request, to produce a Non-Party's confidential information in its possession and the  
5 Party is subject to an agreement with the Non-Party not to produce the Non-Party's  
6 confidential information, then the Party shall:

7 (a) promptly notify in writing the Requesting Party and the Non-Party  
8 that some or all of the information requested is subject to a confidentiality agreement  
9 with a Non-Party;

10 (b) promptly provide the Non-Party with a copy of the Stipulated  
11 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
12 specific description of the information requested; and

13 (c) make the information requested available for inspection by the Non-  
14 Party, if requested.

15 10.3 Conditions of Production. If the Non-Party fails to seek a protective order  
16 from this court within 14 days of receiving the notice and accompanying information,  
17 the Receiving Party may produce the Non-Party's confidential information responsive  
18 to the discovery request. If the Non-Party timely seeks a protective order, the Receiving  
19 Party shall not produce any information in its possession or control that is subject to the  
20 confidentiality agreement with the Non-Party before a determination by the court.  
21 Absent a court order to the contrary, the Non-Party shall bear the burden and expense of  
22 seeking protection in this court of its Protected Material.

23 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
25 Protected Material to any person or in any circumstance not authorized under this  
26 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
27 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
28 all unauthorized copies of the Protected Material, (c) inform the person or persons to

whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons execute the “Acknowledgment and Agreement To Be Bound” (Exhibit A).

**12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Rule 26(b)(5)(B) of the Federal Rules of Civil Procedure. This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Rules 502(d) and (e) of the Federal Rules of Civil Procedure, insofar as the Parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the Parties may incorporate their agreement in the stipulated protective order submitted to the court.

**13. MISCELLANEOUS**

13.1 Right to Further Relief. Nothing in this Stipulated Protective Order abridges the right of any person to seek its modification by the court in the future.

13.2 Right to Assert Other Objections. By stipulating to the entry of this Stipulated Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Stipulated Protective Order.

13.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party’s request to file Protected Material under seal is

1 denied by the court, then the Receiving Party may file the information in the public  
2 record unless otherwise instructed by the court.

3 **14. FINAL DISPOSITION**

4 After the Final Disposition of this Action, as defined in paragraph 5  
5 (DURATION), within 60 days of a written request by the Designating Party, each  
6 Receiving Party must return all Protected Material to the Producing Party or destroy  
7 such material. As used in this subdivision, “all Protected Material” includes all copies,  
8 abstracts, compilations, summaries, and any other format reproducing or capturing any  
9 of the Protected Material. Whether the Protected Material is returned or destroyed, the  
10 Receiving Party must submit a written certification to the Producing Party (and, if not  
11 the same person or entity, to the Designating Party) by the 60 day deadline that (1)  
12 identifies (by category, where appropriate) all the Protected Material that was returned  
13 or destroyed and (2) affirms that the Receiving Party has not retained any copies,  
14 abstracts, compilations, summaries or any other format reproducing or capturing any of  
15 the Protected Material. Notwithstanding this provision, Counsel is entitled to retain an  
16 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
17 legal memoranda, correspondence, deposition, and trial exhibits, expert reports, attorney  
18 work product, and consultant and expert work product, even if such materials contain  
19 Protected Material. Any such archival copies that contain or constitute Protected  
20 Material remain subject to this Stipulated Protective Order as set forth in Section 5.

21 **15. VIOLATION**

22 Any violation of this Stipulated Protective Order may be punished by any and all  
23 appropriate measures including, without limitation, contempt proceedings and/or  
24 monetary sanctions.

25 //

26 ///

27 ///

28 ///

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2  
3  
4 GRANT | SHENON  
5 A Professional Law Corporation

6  
7 Dated: January 14, 2025

8   
9 Adam D.H. Grant, Esq.  
10 Olga Viner, Esq.  
11 Harry A. Abraham, Esq.  
12 *Attorneys for Defendants*  
13 *ABJC Enterprises LLC dba Showroom Glam*  
14 *and Allison Cottrell*

15  
16 BLAKELY LAW GROUP

17  
18 Dated: January 14, 2025

19 /s/ Tara A. Currie  
20 Brent H. Blakely, Esq.  
21 Tara A. Currie, Esq.  
22 *Attorneys for Plaintiff*  
23 *Chanel, Inc.*

24  
25 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

26  
27 DATED: 1/15/25


28   
Charles F. Eick  
United States Magistrate Judge



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print of type full address], declare under  
penalty of perjury that I have read in its entirety and understand the Stipulated Protective  
Order that was issued by the United States District Court for the Central District of  
California on [date]\_\_\_\_\_ in the case of *Chanel, Inc. v. ABJC  
Enterprises LLC, et al.*, Case No. 2:24-cv-06673-AH(Ex). I agree to comply with and  
to be bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and punishment in  
the nature of contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Stipulated Protective Order to any person or  
entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
the Central District of California for the purpose of enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of this  
action. I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone  
number] as my California agent for service of process in connection with this action or  
any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and

signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Local Rule 5-4.3.4 Certification**

All signatories listed and on whose behalf this filing is submitted concur in the filing of its content and have authorized the filing.

/s/ Olga Viner

Olga Viner